1720.

SUPREME COURT OF THE UNITED STATES.

No. 164.

ALEXANDER S. HOOE AND EMILIE, HIS WIFE, AND EXECUTRIX OF JOSEPH ROLETTE, DECEASED, APPELLANTS,

vs.

JANE F. DOUSEMAN AND BARNARD W. BRISBOIS.

IN ERROR TO THE SUPREME COURT OF WISCONSIN.

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J. & G. S. Gideon, Printers.

Pleas before the supreme court of the Territory of Wisconsin, at the term thereof begun and held at the Capitol, in Madison, the seat of government of the said territory, on the third Monday, to wit, on the seventeenth day of July, A. D. one thousand eight hundred and forty-three. Present, the honorable Charles Dunn, chief justice, and the honorable David Irvin, and the honorable Andrew G. Miller, associate judges thereof.

Be it remembered, that heretofore, to wit, on the sixteenth day of July, A. D. one thousand eight hundred and forty-three. Joseph Rolette, by his attorneys, J. D. & C. J. Learned, esqs., filed in the office of the clerk of the supreme court of the said Territory of Wisconsin, a certain transcript and bond for an appeal to the said supreme court, in a suit lately determined in the district court for the county of Crawford, in the said Territory of Wisconsin, on the chancery side thereof, in which the said Joseph Rolette was complainant, and Jane F. Rolette and Bernard W. Brisbois were defendants; which said transcript and appeal bond are in the words and figures following, to wit:

TERRITORY OF WISCONSIN,

District court for the county of Crawford:

October term, 1842.

Pleas before the honorable Charles Dunn, judge of the district court for the county of Crawford and Territory of Wisconsin, on the chancery side thereof, at the court-house, in the town of Prairie du Chien, in said county, on the 15th day of October, 1842.

In case of JOSEPH ROLETTE
vs.
JANE F. ROLETTE AND BERNARD W. BRISBOIS. } In chancery.

Transcript of record and papers in said case, to wit:

In chancery in the district court for the county of Crawford, May term, 1841.

JOSEPH ROLETTE
vs.
JANE F. ROLETTE AND BERNARD W. BRISBOIS.

Bill.

To the Hon. Charles Dunn, judge of the district court for the county of Crawford, sitting in chancery:

The bill of complaint of your orator, Joseph Rolette, of the county aforesaid, against Jane F. Rolette and Bernard W. Brisbois, respectfully sheweth, that, on or about the twenty-second day of September, in the year of our Lord eighteen hundred and thirty-six, your orator en-

tered into a contract of separation with the said Jane Rolette, to whom he was then lawfully married, by a deed under seal, and the said Bernard W. Brisbois as her trustee, conditioned among other things that the said Jane might live separate and apart from your orator, her said husband, as will more fully and at large appear by a copy of said deed of separation, herewith filed as a part of this bill of complaint, marked "Exhibit No. 1," and which he prays may be received as such, the original of which is ready to be produced whenever the same may be required.

Your orator further states, that the aforesaid deed was entered into and executed by him at the instance of the said Jane, and who, as it is declared in the said deed, chose to live separate and apart from her said husband; and this determination of the said Jane, your orator alleges, was her own voluntary act, and was not enforced upon her by any unkindness, neglect, or refusal on the part of your orator to provide for and support her as his wife.

Your orator further states, that he continued to perform all covenants in said deed that he on his part was bound to perform, from the date thereof until the month of June, in the year eighteen hundred and thirty-eight, when he refused further to observe and fulfil his said contract, because the said Jane had violated the conditions thereof on her part to be observed, and had ceased to regard them as obligatory upon her; and in this respect your orator expressly charges, that the said Jane, not regarding her said covenants in said deed of separation contained, after the making thereof, did conduct herself with imprudence unbecoming a lady, contrary to the terms and conditions of said deed, and the covenants therein contained, on her part to be performed, and by reason thereof the said deed, and all the conditions thereof, had become null and void, and all rights arising under it to the said Jane, or the said Brisbois as her trustee, were thereby forever forfeited.

Your orator states further, that at the May term of the district court for the county of Crawford, in the year eighteen hundred and thirty-nine, the said Brisbois, as trustee aforesaid, instituted an action of covenant upon said deed, for the use of the said Jane, against your orator, to recover the amount therein stipulated to be paid by your orator for the separate maintenance and support of the said Jane, which by the terms of the said deed purported to be then due thereon; all which will more fully appear by an authenticated copy of the record of said suit, ready in court to be produced whenever the same may be required, and which, when produced, your orator prays may be received as a part of this bill of complaint, as exhibit No. 2.

Your orator further states, that on or about the seventeenth day of March, in the year eighteen hundred and forty, your orator was induced by the troubles and vexations to which he was constantly exposed by his said wife, the said Jane, to enter into another and second deed of separation with the said Jane, and the said Brisbois as her trustee; and in which said second, among other things, it is stipulated and provided that *that* the action of covenant against your orator hereinbefore men-

tioned shall be dismissed, and the said deed upon which the said action was brought should be cancelled; all which will more fully appear by a copy of said second deed herewith filed as a part of this bill, as exhibit No. 3; and at the same time your orator entered into a bond and mortgage with the said Jane, and the said Brisbois as her trustee as aforesaid, as collateral security for the performance of the covenants contained in said second deed of separation; all which will more fully appear by copies of said bond and mortgage herewith filed as a part of this bill of complaint, marked exhibit No. 4; and your orator alleges that he has faithfully performed all the conditions of said second deed up to the first day of March now last past, which he is ready to verify and prove as the said district court may direct.

Your orator further states, that the deeds and other instruments of writing before mentioned are illegal and void; and he alleges and charges that the same have been made and entered into in contravention of the whole policy of the law in relation to marriage, and are contrary to the interests, order, and happiness of society.

Your orator further charges, that the said second deed of separation, and the bond and mortgage before mentioned, have been made without any legal or adequate consideration whatever, and with a view to accomplish an illegal object, which the said parties thereto had no right to assume upon themselves to accomplish; and the same is contrary to law of the land and the salutary customs and usages of society, and ought to be set aside.

And your orator further alleges, that the said Jane now continues to live separate and apart from her said husband, of her own free will and accord, and not by any compulsion of your orator, or any refusal on his part to support her in his own house; and in the said second deed of separation it is set forth and declared "that the said Jane still chooses to live separate and apart from her said husband."

To the end, therefore, that your orator may have full and ample relief in the premises herein set forth, generally and specially, according to equity and good conscience, and the usages of courts of chancery in like cases, and that he may be relieved from all and singular the covenants, stipulations, and agreements in said deeds and other instruments of writing contained, your orator prays that the same may be decreed to be surrendered up to be cancelled for the reasons hereinbefore set forth, with such other causes as may be made to appear in evidence on the trial of said cause; and that the said Brisbois, trustee as aforesaid, with all other persons acting under him or by his authority, may be perpetually enjoined from all other and further proceedings to enforce the conditions of any of said deeds, mortgages, or other instruments of writing entered into between any of the aforesaid parties in relation to the premises hereinbefore mentioned, either of law or otherwise, until a full hearing and determination of this cause in chancery, or the further order of the said court in this behalf. And to the end, finally, that the said defendant may, by the process of this court, be compelled to appear and answer directly and unequivocally to all and singular the

statements, charges, and allegations contained in this bill of complaint, may it please your honor to grant your orator a writ of subpœna to be directed to the said defendants, commanding them, and each of them, to be and appear before the district court for the county of Crawford, sitting in chancery, upon a certain day therein to be named, then and there, upon their respective corporeal oaths, to answer all and singular the premises hereinbefore set forth in this bill, as fully and particularly as if the same were here again specifically set forth by special interrogatories; and then and there in said court to abide by, perform, and keep all such orders and decrees as the said district court as a court of chancery may deem just and proper to make in said cause.

(Signed) J. D. & C. J. LEARNED,
Sol'rs for complainant.

WISCONSIN TERRITORY, *county of Crawford, ss:*

Be it known, that on this 22d day of April, 1841, Joseph Rolette personally appeared before the subscriber, a supreme court commissioner for the said county, and made oath in due form of law that the several matters and things stated in the foregoing bill of complaint, that are within the knowledge of this deponent, are true in substance and in fact, as the same are therein stated; and what is alleged in the said bill the knowledge of which he has declared from other sources, he verily believes to be true.

(Signed) J. H. LOCKWOOD,
Supreme Court Commissioner.

JOSEPH ROLETTE
vs.
JANE ROLETTE and BERNARD W. BRISBOIS.

"*Recipe.*"

The clerk of the district court for county of Crawford will please to issue a subpœna, to be served upon the above named defendants to appear and answer said bill, returnable as the law directs.

(Signed) J. D. & C. J. LEARNED,
Sol'rs for Complainant.

JOSEPH ROLETTE
vs.
JANE ROLETTE and BERNARD W. BRISBOIS. } In chancery.

The clerk will please to file this bill, and issue process as prayed and ordered.

(Signed) J. D. LEARNED &
C. J. LEARNED,
Sol'rs for Plaintiff.

Filed in the clerk's office, this 22d day of April, 1841.

(Signed) D. G. FENTON, *Clerk.*

Subpœna.

TERRITORY OF WISCONSIN, *county of Crawford, ss:*

The United States of America, to the sheriff of Crawford county, greeting.

We command you to subpœna Jane Rolette and Bernard W. Brisbois, if they shall be found within your county, to appear before the honorable the district court of the county of Crawford aforesaid, on the first day of the next term thereof, to be holden at the court-house in Prairie du Chien on the first Monday in May next, to answer unto a bill of complaint exhibited against them, in our said district court, by Joseph Rolette; and have you there and then this writ.

Witness the honorable Charles Dunn, judge of our said district court, at Prairie du Chien, on the second Monday in October, 1840.

[SEAL.] (Signed) D. G. FENTON,
Cl'k D. C. C. C. W. T.

This writ was issued on the 23d day of April, 1841.

(Signed) D. G. FENTON, *Clerk.*

The bill in this case was filed in the clerk's office before the issuing of this writ.

(Signed) D. G. FENTON, *Clerk.*

J. D. LEARNED & C. J. LARNED,
Solicitors for Complainant.

Sheriff's return.

Served on the within named Jane Rolette and Bernard W. Brisbois, by copy this 22d day of April, 1841.

Service and mileage	-	$00 44 c.
Copy of subpœna	-	00 15
		$00 59

(Signed) B. S. HURD, *Dep'ty Sh'ff.*

At the May term of the district court for Crawford county, Wisconsin Territory, held May 2d, 1841, "*inter alia*," the following proceedings were had, to wit:

JOSEPH ROLETTE
vs. } In chancery.
JANE ROLETTE and BERNARD W. BRISBOIS.

This day came the complainant, by his solicitors, and on their motion it is ordered, that the defendants to this bill do plead, answer, or demur to complainant's bill, on or before the first day of the next term.

At the October term of the district court for Crawford county, Wisconsin Territory, held October 11th, 1841, "*inter alia*," the following proceedings [were had,] to wit:

"*Demurrer.*"

JOSEPH ROLETTE
vs.
JANE ROLETTE and BERNARD W. BRISBOIS. } In chancery.

This day came the defendants, by their attorney, Thomas P. Burnett, esq., and filed their demurrer to the said complainant's bill, which demurrer is continued for argument and opinion.

BERNARD W. BRISBOIS & JANE ROLETTE
ads.
JOSEPH ROLETTE. } In chancery.

These defendants, by protestation, not confessing or acknowledging all or any of the matters and things in the said bill of complaint contained to be true, in such manner and form as the same are therein and thereby set forth and alleged, do demur in law to the said bill, and for cause of demurrer shew, that the said complainant hath not, by his said bill, made such a case as entitled him in a court of equity to any discovery or relief from or against these defendants, touching the matters contained in said bill, or any of such matters; therefore, and for divers other good causes of demurrer appearing in said bill of complaint, these defendants do demur to the said bill and to all the matters and things therein contained, and pray the judgment of this honorable court, whether they shall be compelled to make any other or further answer to the said bill, and they pray to be hence dismissed with their costs, &c.

(Signed) THOS. P. BURNETT,
Solicitor for defendants.

Filed in the clerk's office, this 11th October, 1841.
(Signed) D. G. FENTON, *Clerk.*

At the May term of the district court for Crawford county, Wisconsin Territory, held May the 2nd, 1842, "*inter alia*," the following proceedings were had.

JOSEPH ROLETTE
vs.
JANE ROLETTE & BERNARD W. BRISBOIS. } In chancery.

This day came the parties, by their solicitors, and the general demurrer of the defendants to the complainant's bill herein being argued, and the court not being now sufficiently advised of and concerning the same, took time to consider.

At the October term of the district court for Crawford county, Wisconsin Territory, held October, A. D. 1842, "*inter alia*," the following proceedings were had, to wit:

Demurrer sustained.

JOSEPH ROLETTE
vs.
JANE F. ROLETTE & BERNARD W. BRISBOIS. } In chancery.

This day came the parties, by their solicitors, and the court being

now sufficiently advised of and concerning the general demurrer of the defendants to the complainant's bill herein filed and argued at the previous term of this court, doth order that the same be sustained, and *and* the said complainant's bill dismissed at his, the complainant's, costs. Therefore, it is considered and adjudged by the court, that the defendants do have and recover of and from the said complainant their costs and charges in their defence in this behalf expended, and that they do have execution therefor.

JOSEPH ROLETTE
vs.
JANE F. ROLETTE & BERNARD W. BRISBOIS. } In chancery.

This day came the complainant, by his solicitor, and prayed the court for an appeal to the supreme court.

Ordered by the court that the appeal be allowed, and security for costs be taken in penal bond in the sum of three hundred dollars.

JOSEPH ROLETTE
vs.
JANE F. ROLETTE & BERNARD W. BRISBOIS. } In chancery.

October 22d, 1842, the complainant, Joseph Rolette, filed in the clerk's office his bond for three hundred dollars with Martin Ninehart, as security, (who justified,) for costs in this case.

TERRITORY OF WISCONSIN, *county of Crawford, ss:*

I, Daniel G. Fenton, clerk of the district court, in and for the county of Crawford, and Territory of Wisconsin, do hereby certify, that the above and foregoing is a true and correct transcript of the record and proceedings in [the] case wherein Joseph Rolette is complainant, and Jane F. Rolette and Bernard W. Brisbois are defendants, as the same appears of record.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of the said court, at the clerk's office, in Prairie du Chien, in said county, this 12th day of December, A. D. 1842.

(Signed) D. G. FENTON, *Clerk*,
D. C. C. C. W. T.

"*Exhibit No.* 1."

This indenture, made this twenty-second day of September, in the year of our Lord one thousand eight hundred and thirty-six, between Joseph Rolette, and Jane, his wife, of the county of Crawford, and territory of Wisconsin, of the one part, and Bernard W. Brisbois, of the county and territory aforesaid, of the other part, witnesseth: That, whereas an unhappy difference has for some years existed between the said Joseph and the said Jane, of such a nature as prevents them from living together in the usual relations of husband and wife; and whereas it is considered that it will tend to the mutual interest of the said Joseph and the said Jane, as well as to that of their two children, Joseph and Virginia, to have the said difference adjusted and settled by an amicable

arrangement, so far as the same may be practicable, without the intervention of any judicial or legal inquiry into any of the matters in dispute, or causes of complaint with either of them. Now, therefore, in consideration of the promises, and in consideration of the subsequent agreements, covenants, and stipulations of this deed, the said Joseph Rolette, and Jane, his wife, do by these presents covenant and agree, to and with the said Bernard W. Brisbois, who is hereby, with mutual consent, constituted a trustee for the purpose of carrying into full and complete effect all the provisions and stipulations of this deed, that all past offences shall be mutually forgiven by the said Joseph and Jane, and that no suit or other legal proceedings shall be instituted or carried on by either of them for or on account of any act that has heretofore been done or committed by either of them. And whereas the said Jane still chooses to live separate and apart from her said husband, in order to enable her to do so in a manner suitable to her condition, the said Joseph hereby covenants and agrees, to and with the said Brisbois, that he will pay to him, in trust for the sole and separate use and benefit of her, the said Jane, for and during the term of the natural life of him, the said Joseph, the annual sum of three hundred dollars, in equal quarterly payments in each and every year, to be used and enjoyed by the said Jane, free from the control of any person whatsoever; and the said Joseph further covenants and agrees, as aforesaid, that he will make the following provisions for the said Jane, for her sole and her separate use and benefit, free from the control of any person whatever, for and during the period of his natural life, to wit, he will erect, plaster, and finish a good stone dwelling, twenty-eight feet by thirty feet, two stories high, and a comfortable kitchen convenient thereto, and also a stable, to be built with wood; which said dwelling-house, kitchen, and stable, shall be built, either on the lot where the house stands, which is now occupied by the said Jane, or on the lot where the stone store-house of the said Joseph now stands, at his option; and shall be complete and finished on or before the fifteenth day of November, one thousand eight hundred and thirty-seven, and a convenient lot, where the same shall be erected, enclosed with a good picket fence; which said lot, and the buildings thus to be erected, shall be quietly and peaceably used and occupied by the said Jane, for her sole and separate use and benefit, for and during the term and period aforesaid; and, until the said buildings shall be thus erected and finished, the said Jane shall quietly and peaceably enjoy and occupy, for her sole and separate use and benefit, the buildings where she now resides. The said Joseph shall also furnish the said Jane, for and during the term aforesaid, with a man or boy servant capable of performing all the necessary service required of such a servant in a family; which said servant the said Joseph shall and will pay and clothe, at his own proper costs and charges, in a proper manner; and the said Joseph shall and will, during the term aforesaid, furnish the said Jane, for her subsistence for each and every year, the following articles, to wit: five hundred pounds of fresh beef, three hundred pounds of salt pork, two hundred pounds of lard, one hundred and fifty pounds

of butter, three hundred pounds of brown sugar, twenty-five pounds of tea, forty pounds of coffee, half a pound of nutmegs, half a pound of cloves, fifty pounds of rice, two bushels of salt, six pounds of pepper, one hundred and twenty pounds of soap, one hundred and twenty-five pounds of candles, twenty five bushels of potatoes, two bushels of onions, eight barrels of superfine flour, one barrel of dried fruit, and two barrels of apples, if to be had at Prairie du Chien, half a pound of cinnamon, two pounds of allspice, half a pound of cayenne pepper, ten gallons of vinegar, one pound of mustard, one hundred pounds of bacon hams, ten gallons of molasses, two barrels of corn meal, and ten pounds of chocolate, and also with fresh venison in reasonable quantities, whenever the said Joseph shall have any on hand, which said articles shall all be of a good quality; the fresh beef shall be furnished as the said Jane may want the same, and the market may afford it, from time to time through the season, and all the other articles shall be furnished at such times in the year as they can be had in the market at Prairie du Chien. The said Joseph shall and will, during the term aforesaid, furnish the said Jane at all times with fuel sufficient for the use and comfort of a small family, with hay sufficient for the subsistence of two cows and one horse, and thirty bushels of oats annually, for the period of ten years. And the said Joseph further covenants and agrees as aforesaid, that all the household and kitchen furniture, and one milch cow, now held and possessed by her, the said Jane, shall continue to be held and enjoyed by her, for her sole and separate use and benefit, free from the control of any person whatever, and that in addition thereto he will furnish and deliver to the said Jane, for her sole use and benefit as aforesaid, one good horse and good harness, a barouche or pleasure wagon, the same bought by Lieut. Storen from Lieut. Stockton, one sideboard, one milch cow, one settee, all of which shall be of a good and reasonable quality.

And the said Joseph further covenants and agrees as aforesaid, that he will, at his proper costs and charges, give to the two children of him and his wife Jane, viz., Joseph and Virginia, a good education suitable to their condition, and to his own means of doing so. And the said Joseph and Jane further covenant and agree, to and with the said Brisbois, trustee as aforesaid, that if the said Jane shall at any time choose to travel instead of residing in and occupying the buildings to be furnished her for that purpose, according to this deed, then in that case the value of the rent of said buildings, the articles of subsistence, forage, servants' wages, and fuel above mentioned, shall be computed for money at their just and fair value, and the amount thereof shall, for the time that the said Jane shall so travel, be paid in money by the said Joseph to the said Brisbois, for the sole and separate use of the said Jane. And it is further understood and agreed, by and between the parties aforesaid, that the said Jane does not forfeit or relinquish any of her legal rights as the wife of the said Joseph, but shall retain all her legal rights of dower and distribution in and to all the estate of the said Joseph, as fully and perfectly as if this deed had not been made. And it is fur-

ther understood and agreed, by and between the parties aforesaid, that whenever the said Joseph shall choose to sell and convey the tract or lot of land known and designated on the map of private land claims, at Prairie du Chien, as village lot number nineteen (19) in the main village, or any part thereof, the said Jane shall and will sign and execute any deed or deeds that may be necessary for that purpose, and relinquish her right of dower thereto in due form of law upon demand, and that if she shall refuse so to do, she shall, for such refusal, forfeit all rights and advantages made in each and all of the foregoing provisions of this deed, and the said Joseph shall thenceforward be exonerated and discharged from each and all of the foregoing agreements and stipulations. And it is further agreed and understood, that if the said Jane shall hereafter conduct herself with imprudence or indiscretion unbecoming a lady, she shall, from such time and for such cause, forfeit all right and claim under each and all of the provisions of this deed, and the said Joseph shall thenceforward be exonerated and discharged from each and all of his covenants, agreements, and stipulations as herein set forth and specified. And the said Joseph further covenants and agrees as aforesaid, that if he shall at any time fail to furnish and deliver to the said Jane any article which he has above agreed to furnish and deliver at the time when the same may be properly demanded, according to the true intent and meaning of this deed, then in such case the said Brisbois shall have full power and authority, and he is hereby constituted the agent of the said Joseph for such purpose, to purchase in the name of the said Joseph, and on his account, at the fair market price, each and all of such articles as said Joseph shall from time to time fail to furnish and deliver as aforesaid, for which purchase the said Joseph shall be held equally bound and chargeable. And the said Bernard W. Brisbois on his part covenants and agrees, to and with the said Joseph and the said Jane, his wife, that he will accept and undertake the trust created by this deed, and faithfully execute the same agreeably to the best of [his] skill and understanding.

In testimony whereof the said Joseph Rolette and Jane, his wife, and Bernard W. Brisbois, have hereunto set their hands and affixed their seals, the day and year first above written.

(Signed) JOSEPH ROLETTE, [SEAL.]
JANE ROLETTE, [SEAL.]
B. W. BRISBOIS. [SEAL.]

Signed, sealed, and delivered in the presence of—
(Signed) T. P. BURNETT,
H. L. DOUSMAN.

And it is further agreed, by and between the aforesaid parties to these presents, that the said Joseph shall furnish and deliver to the said Jane, for her use as aforesaid, one sleigh, and one train and two robes, and also the following articles in each and every year during the term aforesaid, viz: three gallons of brandy, eight gallons of wine, ten gallons of whiskey, twenty pounds of almonds, two boxes of raisins, ten bushels

of corn, and five bushels of wheat, and thirty pounds of cheese, all which articles shall be of a good quality; and further, that he shall and will dig and wall a well at a convenient place upon the lot where the dwelling-house and other buildings provided for in the foregoing deed shall be erected. And it is further agreed, by and between the parties aforesaid, that a certain deed made and executed between them, of a similar nature with the foregoing, dated the first day of October, 1834, shall be and the same is hereby cancelled and set aside for nought.

This additional article is made and duly executed at the same time, and concurrently with the full execution of the foregoing part or portion of these presents.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the day and year first aforesaid.

(Signed) JOSEPH ROLETTE, [SEAL.]
JANE ROLETTE, [SEAL.]
B. W. BRISBOIS. [SEAL.]

Witness present—
(Signed) T. P. BURNETT,
H. L. DOUSMAN.

"*Exhibit No.* 3."

This indenture, made this seventeenth day of March, in the year of our Lord one thousand eight hundred and forty, between Joseph Rolette and Jane F. Rolette, his wife, of the county of Crawford, and Territory of Wisconsin, of the first part; and Bernard W. Brisbois, of the county and territory aforesaid, who is mutually chosen and selected, by the said parties of the first part, as a trustee, for the purpose of carrying into full and complete effect all the covenants, agreements, and stipulations of this deed, as are hereinafter set forth and specified, of the second part, witnesseth: That whereas circumstances have for several years last past prevented the said parties of the first part from living together in the relation of husband and wife, and whereas "the said Jane still chooses to live separate and apart from her said husband," and the said parties have agreed that she shall continue to do so; and whereas the said Joseph, in consideration of his obligation to provide for and support his said wife, has agreed to settle upon and secure to her a sufficient separate maintenance and support, according to her degree and condition in life; now, therefore, the said Joseph, for and in consideration of the premises, and in further consideration of the covenants, agreements, and stipulations of this deed, as are hereinafter mentioned, set forth, and specified, and of the sum of five dollars to him in hand paid, the receipt whefeof he doth hereby acknowledge, have given and granted, and by these presents doth give and grant, to the said Bernard W. Brisbois, in trust for the sole and separate use and benefit of the said Jane F. Rolette, an annuity of the yearly sum of eight hundred dollars, commencing on the first day of March, in the year of our Lord one thousand eight hundred and forty, and to continue for and during the term and period of the natural life of the said Jane, and to be paid by the said Joseph to

the said Brisbois, in trust for the uses and purposes aforesaid, in equal quarterly payments, that is to say, the sum of two hundred dollars at the end and expiration of each and every three months, for and during the period and term aforesaid, commencing as aforesaid, which shall be received by the said Brisbois, and paid to the said Jane, to and for her sole and separate use and benefit, free from the control of her said husband, or any other person, which said annuity to be paid as aforesaid, for the uses and purposes aforesaid, and for the period and term aforesaid, shall be a perpetual charge and lien upon the lands, tenements, and hereditaments, of the said Joseph, as mentioned and described in a certain mortgage, bearing even date herewith, and executed by the said Joseph to the said Brisbois, for the purpose of securing the payment of the said annuity for the term aforesaid, for the uses and purposes aforesaid; and the said Joseph covenants and agrees, to and with the said Brisbois, trustee as aforesaid, that he will pay to the American Fur Company the amount of the said Jane's separate account, at the store of the said company at Prairie du Chien, ascertained to amount to the sum [of] nine hundred and eighty-four dollars and sixteen cents, and that he will, and does hereby, forever relinquish all right or claim to the sum of two thousand dollars, given to the said Jane by the treaty made between the United States and the Winnebago tribe of Indians, made in the month of November, one thousand eight hundred and thirty-seven, and that he will dismiss the suit now pending in the Crawford district court, which he, the said Joseph, has brought against Hercules L. Dousman, for the recovery of the said sum of two thousand dollars. And the said Joseph further covenants and agrees, to and with the said Brisbois, trustee as aforesaid, that he will, and does hereby, forever relinquish to the said Brisbois, as such trustee, for the sole and separate use and benefit of the said Jane, all right, title, interest, or claim whatever, to any estate, either real or personal, which may descend to the said Jane as one of the heirs of, and representatives of Henry M. Fisher, deceased, and the said Brisbois is hereby fully authorized and empowered to receive from the administrators of the said Fisher any money or distributive share of the said estate which may be allotted to the said Jane as one of the heirs and representatives of the said Fisher; and in case there shall be any lands which descend to the said Jane as one of the heirs of the said Fisher, the said Brisbois hereby is fully authorized and empowered to hold and possess the same, to and for the sole and separate use of the said Jane, or to sell and convey the same to such persons as the said Jane may designate and appoint, and for such price and upon such terms as she shall fix for the same, the whole of said portion or share of the said Jane, in the said estate, either real or personal, shall be held and applied by the said Brisbois to and for the sole and separate use and benefit of the said Jane, free from the control of her said husband, or any other person. And it is further agreed and understood, by and between the said parties aforesaid, that a certain action of covenant now pending in the district court for the county of Grant, in which the said Brisbois, for the use of the said Jane, is plaintiff, and the said Joseph is

defendant, shall be dismissed, and that all cause or causes of action, for which the said action was commenced, shall be, and the same are hereby forever and entirely released, and the said Joseph shall and will pay all the legal costs of the said suit. And it is further agreed, by and between the said parties aforesaid, that if the said Joseph shall at any time hereafter wish to sell or convey any of the real estate of which he is now seized and possessed, or which he shall hereafter acquire, the said Jane shall and will, at any time when she shall be required so to do, join in any deed or deeds of conveyance, at all times, for the conveyance of such real estate, and relinquish all her right of dower thereto in due form of law, (provided such sale or sales shall be made by the said Joseph for the fair value of the property so sold;) and if she shall at any time fail or refuse to join in the execution of any such deed, and to relinquish her right of dower, she shall, for such neglect or refusal, forever forfeit all right, benefit, and advantage under each and all of the covenants, provisions, and agreements of this deed, and the said Joseph shall thenceforward be forever exonerated and discharged from fulfilling and performing any and all of such provisions, covenants, and agreements.

And the said Joseph further covenants and agrees, to and with the said Brisbois, trustee as aforesaid, that in all dispositions of his money or property, either real or personal, which he may hereafter make for the benefit and advancement of any of his children, he will give to his son Joseph a share or portion equal in value to that given to any other child of his; and if he shall give to any of his other children a greater share or portion of his estate than he shall give to his said son, then in that case the said Jane shall not be required to relinquish her right of dower in and to any of his real estate at any time thereafter, until the said Joseph shall make the share or portion of his said son, by way of advancement, equal to the share or portion of any of the others of his said children; and if the said Jane shall in such case refuse to relinquish her right of dower in and to any of the said Joseph's real estate, she shall not, for such refusal given for such cause, forfeit any right, benefit, and advantage under this deed, but the said Joseph shall be held bound for its full and entire performance. And it is further agreed, by and between the parties aforesaid, that a certain deed executed by and between them, for the purpose of securing a separate support and maintenance for the said Jane, bearing date the second day of September, one thousand eight hundred and thirty-six, shall be and the same is hereby cancelled and entirely annulled; and the said Joseph Rolette, for himself, his heirs, executors, administrators, and assigns, hereby covenants, to and with the said Bernard W. Brisbois, that he will well and faithfully in all things fulfil and perform all things on his part to be fulfilled and performed, as mentioned and expressed in this deed. And the said Bernard W. Brisbois, on his part, hereby covenants and agrees, to and with the said Joseph Rolette and Jane, his wife, that he will accept and undertake the trust created by this deed, and faithfully

excute the same in all things, according to the best of his skill and understanding.

In testimony whereof, the parties to these presents aforesaid have herunto set their hands and seals, the day and year first above written. The word *paid* interlined before signing.

(Signed) JOSEPH ROLETTE, [SEAL.]
JANE F. ROLETTE, [SEAL.]
B. W. BRISBOIS. [SEAL.]

Signed, sealed, and delivered in presence of—
(Signed) THOS. B. BURNETT,
THEOPHILUS LACHAPELLE.

TERRITORY OF WISCONSIN,
County of Crawford:

Be it remembered, that on the eighteenth day of March, in the year of our Lord one thousand eight hundred and forty, before me, Theophilus Lachapelle, a notary public in and for the county aforesaid, personally came Joseph Rolette and Jane Rolette, his wife, and Bernard W Brisbois, who are known to me to be the same persons who have signed and sealed the foregoing indenture, and acknowledged the said indenture severally to be their act and deed, for the purposes therein mntioned; and the said Jane, wife of the said Joseph, being by me examined, touching the said indenture, separately and apart from her said husband, upon such separate and privy examination declared that she executed the same freely and voluntarily, without any fear or compulsion of her said husband or any other person.

In testimony whereof, I have hereunto set my hand and affixed my seal, the day and year above written.
[SEAL.]
(Signed) THEOPHILUS LACHAPELLE,
Notary Public.

OFFICE OF REGISTER OF DEEDS,
County of Crawford, March 19th, 1840.

I certify that the foregoing deed, contemporaneously with the preceding deed of mortgage, was produced to me in my office, together with the certificate thereunto attached, on this day, at half past four o'clock, P. M., and was thereupon duly recorded.
(Signed) THEOPHILUS LACHAPELLE,
Register of Deeds.

OFFICE OF REGISTER OF DEEDS,
County of Crawford, March 25th, 1840.

I certify that the foregoing is a true copy from the record book D, pages 295, 296, 297, and 298.
(Signed) THEOPHILUS LACHAPELLE,
Register of Deeds.

Exhibit No. 4.

This indenture, made this seventeenth day of March, in the year of our Lord one thousand eight hundred and forty, between Joseph Ro-

lette, of the county of Crawford and Territory of Wisconsin, of the first part, and Bernard W. Brisbois, of the county and territory aforesaid, of the second part, witnesseth: That whereas, the said party of the first part hath this day executed to the said party of the second part his certain penal bond, bearing even date herewith, in the penal sum of thirty thousand dollars, conditioned for the faithful fulfilment, on the part of the said Joseph Rolette, of all things by him on his part agreed to be fulfilled and performed, in a certain indenture made and entered into on the day of the date of these presents, between Joseph Rolette and Jane F. Rolette, his wife, of the first part, and said Bernard W. Brisbois, trustee, for the uses and purposes expressed in the said indenture; and conditioned, among other things, that the said Joseph should at all times pay to the said Brisbois, in trust for the sole and separate use of the said Jane, an annuity of the yearly sum of eight hundred dollars, commencing on the first day of March, in the year of our Lord one thousand eight hundred and forty, and to continue for and during the term and period of the natural life of her, the said Jane, and to be paid by the said Joseph to the said Brisbois, in trust for the uses and purposes aforesaid, in equal quarterly payments, that is to say, the sum of two hundred dollars at the end and expiration of each and every three months, for and during the period and term aforesaid, commencing as aforesaid. And whereas, the said Joseph Rolette has agreed to secure to the said Bernard W. Brisbois the payment of the penalty of said bond, in case of default being made of any of the conditions thereof, in trust for the uses and purposes expressed and declared in said bond and in the said indenture, by mortgage upon his real estate of sufficient value for such purpose. Now, therefore, the said Joseph Rolette, for and in consideration of the said sum of thirty thousand dollars, and of the premises above recited, and in further consideration of the sum of five dollars, to him paid in hand by the said Bernard W. Brisbois, the receipt of which he doth hereby acknowledge, hath granted, bargained, and sold, and by these presents doth grant, bargain, sell, and convey, to the said Bernard W. Brisbois, his heirs and assigns, forever, all those certain tracts, lots, pieces, or parcels of land situated and lying in the county and territory aforesaid, described as follows, to wit:

One tract of land known and designated, on the connected plat of private land claims at Prairie du Chien, as farm lot number seventeen (17); one other tract, known and designated as aforesaid, as farm lot number eighteen (18); one other tract, known and designated as aforesaid, as farm lot number nineteen (19); one other tract, known and designated as aforesaid, number twenty (20); and one other tract, known and designated as farm lot number twenty-one (21); the whole together composing what is called and known as Rolette's Middle Farm, at Prairie du Chien. Also one other tract, known and designated on the connected plat aforesaid, as village lot number sixteen (16), in the old or main village of Prairie du Chien; and one other tract, being part of the village lot, known and designated as aforesaid, in the village aforesaid, as lot number fifteen (15), and being one hundred feet in width on the

south side of the said last mentioned lot, and adjoining the said lot number sixteen (16), and running of equal width from the Mississippi river to the Marias de St. Friole; the said village lots being the same on which the store of the American Fur Company is now situated, together with all the appurtenances thereunto belonging.

To have and to hold all of the said tracts, lots, pieces, or parcels of land above mentioned and described, together with all the appurtenances thereunto belonging, to the said party of the second part, his heirs and assigns, forever; and the said party of the first part, for himself, his heirs, &c., doth hereby covenant and agree, to and with the said party of the second part, his heirs and assigns, that the right and title to said tracts, lots, pieces, or parcels of land above mentioned and described, to the said party of the second part, his heirs and assigns, he will forever warrant and defend, against the claims or demands of all and every person or persons whatsoever. Provided always, that if the said party of the first part shall, at all times, faithfully fulfil and perform all things mentioned in the conditions of the said bond of even date with these presents, above mentioned and referred to, and all things by him agreed on his part to be fulfilled and performed in the said indenture, made and entered into on the day of the date hereof, between him and the said Jane, his wife, of the first part, and the said Brisbois of the second part, and particularly shall pay to the said Brisbois, in trust for the purposes and uses aforesaid, the annuity of the yearly sum of eight hundred dollars in equal quarterly payments, according to the conditions of the said bond and the said indentures, both above referred to, then this deed shall be absolutely null and void; otherwise it shall remain in full force and effect; and the said party of the first part, for himself, his heirs and assigns, hereby covenants and agrees, to and with the said party of the second part, his heirs and assigns, that if he shall at any time make default in fulfilment and performances of any of the conditions of said bond, or of his covenants in the said indenture, then, in case of such default, the said party of the second part shall and may immediately enter upon and take possession of the whole of the premises above conveyed, or any thereof, and receive and collect all the rents, issues, and profits, to the discharge to the said annuity as the same may, from time to time, become due and payable, and to defray all necessary and lawful expenses of so collecting and applying all such rents, issues, and profits; and in case the rents, issues, and profits of the premises aforesaid shall not be sufficient to pay and discharge the said annuity, or any part thereof, which may become due and in arrear by the default of the said party of the first part, then the said party of the second part shall and may have full power and authority to advertise and sell the premises above mentioned and described, or so much thereof as shall be necessary to pay the same, and lawful and necessary expense attending such sale; proceeding in such sale and foreclosure according to the provisions of the statute in such case made and provided; hereby giving and granting to the said party of the second part full power and authority to do and perform all necessary and lawful acts, in and about the premises,

which he, the said party of the first part, might lawfully and of right do in his own proper person.

In testimony whereof the said Joseph Rolette hath hereunto set his hand, seal, this day and year first above written. The words "of the first part" interlined before signing.

(Signed) JOSEPH ROLETTE. [SEAL.]

Sealed and delivered in presence of—
(Signed) THOS. P. BURNETT,
THEOPHILUS LACHAPELLE.

TERRITORY OF WISCONSIN,
County of Crawford, ss:

Be it remembered that, on the eighteenth day of March, in the year of our Lord one thousand eight hundred and forty, before me, Theophilus Lachapelle, a notary public in and for the county aforesaid, personally came Joseph Rolette, known to me to be the same person who has executed the foregoing mortgage from him to Bernard W. Brisbois, and acknowledged the said mortgage to be his act and deed for the purposes therein mentioned.

Given under my hand and seal, the day and year above written.

[SEAL.] (Signed) THEOPHILUS LACHAPELLE,
Notary public.

OFFICE OF REGISTER OF DEEDS,
County of Crawford, March 19th, 1840.

I hereby certify, that the foregoing deed was produced to me in my office, together with the certificate thereto attached, this day, at half-past four o'clock, P. M., and was thereupon duly recorded.

(Signed) THEOPHILUS LACHAPELLE,
Register of Deeds.

OFFICE OF REGISTER OF DEEDS,
County of Crawford, March 25th, 1840.

I certify that the forgoing is a true and faithful copy from the record book D, pages 293, 294.

(Signed) THEOPHILUS LACHAPELLE,
Register of Deeds.

Know all men by these presents, that I, Joseph Rolette, am held and firmly bound unto Bernard W. Brisbois, in the just and full sum of thirty thousand dollars, lawful money of the United States, for the payment of which, well and truly to be made to the said Bernard W. Brisbois, in trust for the sole and separate use of Jane F. Rolette, I hereby bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal, and dated the seventeenth day of March, in the year of our Lord one thousand eight hundred and forty. The condition of the obligation is such, that whereas, in and by a certain indenture made and entered into on the day of the date hereof, between the above bound Joseph Rolette and Jane Rolette, his wife, of the first

part, and the above named Bernard W. Brisbois of the second part, it is among other things witnessed: That the said Joseph Rolette doth by the said indenture give and grant to the said Bernard W. Brisbois, in trust for the sole and separate use and benefit of the said Jane F. Rolette, an annuity of the yearly sum of eight hundred dollars, commencing on the first day of March, in the year of our Lord one thousand eight hundred and forty, and to continue for and during the term and period of the natural life of her, the said Jane, and to be paid by the said Joseph to the said Brisbois in trust for the uses and purposes aforesaid, in equal quarterly payments; that is to say, the sum of two hundred dollars at the end and expiration of each and every three months for and during the term and period aforesaid, commencing as aforesaid. Now, if the above bound Joseph Rolette shall well and faithfully at all times pay to the above named Bernard W. Brisbois, in trust for the uses and purposes aforesaid, the aforesaid annuity of the yearly sum of eight hundred dollars, and during the term and period aforesaid, commencing as aforesaid, in equal quarterly payments as aforesaid, whenever the same shall become due and payable according to the terms of the said indenture, and its true intent and meaning, and shall well and faithfully fulfil and perform all things by him agreed in the said indenture, to be fulfilled and performed on his part, according to the true intent and meaning of the said indenture, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

(Signed) JOSEPH ROLETTE. [SEAL.]

Witness present—
THOMAS P. BURNETT,
THEOPHILUS LACHAPELLE.

TERRITORY OF WISCONSIN,
County of Crawford, ss:

Be it remembered, that on the eighteenth day of March, in the year of our Lord one thousand eight hundred and forty, before me, Theophilus Lachapelle, a notary public in and for the county of Crawford, personally came Joseph Rolette, known to me to be the same person who has executed the foregoing bond from him to Bernard W. Brisbois, and acknowledged the said bond to be his act and deed for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my [SEAL.] seal, the day and year above written.

(Signed) THEOPHILUS LACHAPELLE,
Notary public.

OFFICE OF REGISTER OF DEEDS,
County of Crawford, March 19th, 1840.

I hereby certify that the foregoing bond, contemporaneously with the preceding deed of mortgage, was produced to me in my office, together with the certificate thereunto attached, this day, at half-past four o'clock, P. M., and was thereupon duly recorded.

(Signed) THEOPHILUS LACHAPELLE,
Register of Deeds, C. C., W. Ter.

OFFICE OF REGISTER OF DEEDS,
County of Crawford, March 25th, 1840.

I certify that the foregoing is a true copy from the record book D, pages 274 and 275.

(Signed) T. LACHAPELLE,
Register of Deeds, C. C., W. Ter.

Bond for appeal to the supreme court of Wisconsin Territory, referred to in the foregoing record.

Know all men by these presents, that we, Joseph Rolette, sen., and Martin Neinhardt, of Prairie du Chien, in the county of Crawford, and Territory of Wisconsin, are held and firmly bound unto Bernard W. Brisbois and Jane F. Rolette, in the just and full sum of three hundred dollars, to be paid to the said Bernard W. Brisbois and Jane F. Rolette, their certain attorney, executors, administrators, and assigns; to the payment of which, well and truly to be made and done, we bind ourselves, our executors and administrators, jointly and severally, firmly by these presents.

Sealed with our hands, and dated this 22d day of October, in the year of our Lord one thousand eight hundred and forty-two.

Whereas the said Bernard W. Brisbois and Jane F. Rolette did obtain a decree or order against the said Joseph Rolette, sen., in the district court for the county of Crawford aforesaid, at the October term of said court, (sitting as a court of chancery,) for the year eighteen hundred and forty-two, in a cause therein pending, in which the said Joseph Rolette, sen., was plaintiff, and the said Bernard W. Brisbois and Jane F. Rolette, defendants, and from which decree or order the said Joseph Rolette hath prayed an appeal to the next term of the supreme court, to be held for the territory of Wisconsin.

Now, the condition of the above obligation is such, that if the said Joseph Rolette, sen., shall pay, satisfy, and perform the decree or final order of the supreme court, and all costs, in case the decree or final order of the district court aforesaid shall be affirmed, then this obligation to be void, otherwise to be and remain in full force, virtue, and effect.

Signed, JOSEPH ROLETTE, SEN. [SEAL.]
MARTIN NIENHARDT. [SEAL.]

Signed, sealed, and delivered in presence of—
Signed, C. J. LEARNED,
D. G. FENTON.

TERRITORY OF WISCONSIN,
County of Crawford, to wit:

Personally came before me, the clerk of the United States district court, Martin Nienhardt, the security in the within bond, who, upon his solemn oath, saith, that he is worth the sum of three hundred dollars, clear of all his legal liabilities, and after all his debts are paid.

Signed, MARTIN NIENHARDT. [SEAL.]

Sworn and subscribed before me, the clerk of the said district court for Crawford county, Wisconsin Territory, this 22d day of October, A. D. 1842.

Signed, D. G. FENTON,
Clerk D. C., C. C., W. T.

Memorandum.

And afterwards, to wit, at the term of the supreme court aforesaid, on the twelfth day of the term, to wit, on the twenty-eighth day of July, A. D. one thousand eight hundred and forty-three, the following proceedings were had by said court, "*inter alia*," to wit:

Record.

JOSEPH ROLETTE, appellant,
vs.
JANE F. ROLETTE and BERNARD W. BRISBOIS, appellees.

This day came Benjamin C. Eastman, esq., solicitor for the appellant, and gave the court here to understand, and be informed, that since the taking of this appeal, and previous to the present term of this court, the said appellant had departed this life. Whereupon, by consent of the appellees, it is ordered, that this cause survive in the name of Alexander S. Hooe and Emily Hooe, who is executrix of the said Joseph Rolette, deceased. And thereupon the court proceeded to hear the arguments of counsel upon the matters and things contained in the transcript of the record in this cause, and not being now sufficiently advised of and concerning its judgment thereon, took time to consider of its opinion.

Memorandum.

And afterwards, to wit, on the thirteenth day of the term aforesaid, to wit, the twenty-ninth day of July, A. D. one thousand eight hundred and forty-three, the following further proceedings were had by said court in said cause, to wit:

Record.

ALEXANDER S. HOOE and EMILY HOOE, who is executrix of Joseph Rolette, deceased, appellants,
vs.
JANE F. ROLETTE and BERNARD W. BRISBOIS, appellees.

The court being now sufficiently advised of and concerning the matters and things contained in the record in this cause, the opinion of the court was delivered by his honor Judge Irvin. Whereupon, it is considered and adjudged by the court here, that the judgment of the district court of Crawford county be, and the same is hereby, affirmed, and that the appellees do have and recover of the said appellants their costs and charges by them about their said defence in this behalf, and that they may have execution therefor.

Memo.

And afterwards, to wit, on the thirteenth day of March, A. D. one thousand eight hundred and forty-seven, the said Alexander S. Hooe and Emilie Hooe, who is executrix of Joseph Rolette, deceased, by their attorneys aforesaid, filed in the clerk's office aforesaid their certain bond for an appeal to the Supreme Court of the United States, (a copy of which bond is herewith transmitted,) and also a copy of a motion for allowance of an appeal as aforesaid, together with the allowance of appeal by the honorable Charles Dunn, chief justice of the said supreme court, which said motion and allowance of an appeal are in the words and figures following, to wit:

SUPREME COURT, *Wisconsin Territory:*

JOSEPH ROLETTE, appellant,
vs.
JANE F. ROLETTE AND BERNARD W. BRISBOIS, appellees.
} Record. Motion.

And now comes the appellant, by their attorney, C. J. Learned, before the honorable Charles Dunn, chief justice of the supreme court of the Territory of Wisconsin, and prays an appeal in said cause to the Supreme Court of the United States. December 21, 1846.

JOSEPH ROLETTE,
By his attorney, C. J. LEARNED.

An appeal is allowed on the above motion, and ordered that the clerk of the supreme court enter this motion and allowance of record in said court.

Done at Chambers, 21st December, A. D. 1846.

CHAS. DUNN,
Chf. Jus. S. C. W. T.

SUPREME COURT, *Wisconsin Territory:*

ALEX'R S. HOOE AND EMILY HOOE, who is executrix of Joseph Rolette, deceased, appellants,
vs.
JANE F. ROLETTE AND BERNARD W. BRISBOIS, defendants.

Clerk's fees.

Making transcripts, &c. - - - - -	$12 50
Entering appeal - - - - - -	50
Filing and copying bond - - - - -	50
Certifying bond - - - - - -	75
Entering order for citation - - - - -	25
Issuing citation - - - - - - -	1 00
2 seals - - - - - - - -	1 00
	$16 50

TERRITORY OF WISCONSIN, *Supreme court, ss:*

I, La Fayette Kellogg, clerk of the supreme court of the Territory of Wisconsin, do hereby certify, that the above and foregoing is a true copy of all the record and proceedings in a certain suit in chancery in said court, in which Joseph Rolette was complainant, and Jane F. Rolette and Bernard W. Brisbois were defendants, as the same remains on file and of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said supreme court, at Madison, this thirteenth day of [L. S.] March, A. D. one thousand eight hundred and forty-seven.

LA FAYETTE KELLOGG,
Clerk sup. court, W. T.

Know all men by these presents, that we, Alexander S. Hooe and Emilie Hooe, his wife, and who is executrix of the estate of Joseph Rolette, late of Prairie du Chien, deceased, and Edward W. Pelton, all of Crawford county, in the Territory of Wisconsin, are held and firmly bound unto Jane F. Dousman, (formerly Jane F. Rolette,) and Bernard W. Brisbois, in the full and just sum of five hundred dollars, to be paid to the said Jane F. Dousman and Bernard W. Brisbois, their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this ninth day of February, in the year of our Lord one thousand eight hundred and forty-seven.

Whereas, lately, at a supreme court for the Territory of Wisconsin, in a suit depending in said court between Joseph Rolette aforesaid, as appellant, and the said Jane F. Rolette, (now Jane F. Dousman,) and Bernard W. Brisbois, as appellees, a judgment was rendered against the said Joseph Rolette, and the said Alexander S. Hooe and Emilie, his wife, executrix as aforesaid, having obtained an order for an appeal, and filed a copy thereof in the clerk's office of the said court, to reverse the judgment in said suit, and a citation directed to the said Jane F. Rolette, (now Jane F. Dousman,) and Bernard W. Brisbois, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday in December next.

Now, the condition of the above obligation is such, that if the said Alexander S. Hooe and Emilie, his wife, executrix as aforesaid, shall prosecute their said appeal to effect, and answer all damages and costs, if they fail to make their appeal good, then the above obligation to be void, else to remain in full force and virtue.

Signed,	A. S. HOOE,	[SEAL.]
"	EMILIE HOOE,	[SEAL.]
"	EDWARD W. PELTON.	[SEAL.]

Sealed and delivered in presence of—
Signed, C. J. LEARNED.

I hereby certify, that the foregoing is a true copy of the original bond for an appeal to the Supreme Court of the United States in the above

named suit, and the approval of the Hon. Charles Dunn, chief justice, &c., thereon endorsed, as the same remains on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the supreme court of said territory, this 13th day of March, A. D. 1847.

[L. S.]

LA FAYETTE KELLOGG,
Clerk supreme court, W. T.

TERRITORY OF WISCONSIN, *ss:*

I do hereby certify, that the surety to the within bond is good and sufficient to secure the full payment of the penalty thereof.

Given under my hand this 22d day of February, A. D. 1847.

Signed, CHARLES DUNN,
Chf. Jus. S. C., W. T.

UNITED STATES OF AMERICA,
Territory of Wisconsin:

To Jane F. Rolette and Bernard W. Brisbois:

Whereas Alexander S. Hooe and Emilie Hooe, his wife, who is executrix of Joseph Rolette, deceased, have prayed for and obtained an appeal to the Supreme Court of the United States, from a decree of the supreme court of the Territory of Wisconsin, rendered by the said supreme court of the Territory of Wisconsin at the term thereof begun and held at Madison, the seat of government of said territory, on the third Monday of July, A. D. 1843, in a certain suit in chancery, in which Joseph Rolette was complainant, and you, the said Jane F. Rolette and Bernard W. Brisbois, were defendants; which said suit, on the suggestion of the death of the said Joseph Rolette, was revived in the name of the said Alexander S. Hooe and Emilie Hooe, executrix as aforesaid; and have filed their appeal bond in the office of the supreme court of said territory, according to law, duly approved by the chief justice of said court, and have obtained an order from the said chief justice for a citation notifying you, the said Jane F. Rolette and Bernard W. Brisbois, of said appeal. Now, therefore, you are hereby cited and admonished to be and appear before the Supreme Court of the United States, at a term thereof to be holden at the Capitol, in the city of Washington and District of Columbia, on the first Monday of December next, then and there further to defend your said suit in chancery against the said Alexander S. Hooe and Emilie Hooe, executrix as aforesaid, and to stand to, perform, and abide such order, direction, and decree as the said Supreme Court of the United States may make therein. Hereof fail not.

Witness the honorable Charles Dunn, chief justice of the supreme court of the Territory of Wisconsin, and the seal of the said court, this first day of April, A. D. 1847.

[L. S.]

LA FAYETTE KELLOGG,
Clerk of supreme court, Wisconsin Territory.

On this 7th day of April, A. D. 1847, personally appeared Charles J. Learned before me, the subscriber, clerk of the district court of the

United States for the county of Crawford, in the Territory of Wisconsin, and makes oath that he delivered a true copy of the within citation to Hercules L. Dousman, the husband of Jane F. Dousman, late Jane F. Rolette, at his residence, for the said Jane F. Rolette, (now Jane F. Dousman,) and also read the original citation to said Hercules L. Dousman, who is a person of suitable age and discretion to receive said notice, of citation, on the date above written.

Also the said Learned says, that on the same day he left and delivered a true copy of the within citation at the dwelling-house of Bernard W. Brisbois, with one Ellen Cochran, a person of suitable age and discretion in the employ of said Bernard W. Brisbois, to be delivered to said Brisbois.

C. J. LEARNED.

Sworn and subscribed to this 7th day of April, anno domini 1847. In witness whereof I have hereunto set my hand and the seal of [L. S.] the district court of [the] U. S. for Crawford county, Wisconsin Territory, the day and year above stated.

D. G. FENTON,
Clerk D. C. U. S. C. C. W. T.

Filed 26th November, 1847.